

STATE OF SOUTH CAROLINA
DEPARTMENT OF INSURANCE

In the Matter of:)	SCDOI File No. 06-0795
)	
William M. Worthy, II; David L. Clark;)	
Kathleen D. Cauthen; Louis DeLuca; Gary)	
L. Karns, Jr.; David L. Nellson a/k/a Davis)	
L. Nellson a/k/a David Nelson; Worldwide)	
Family Benefits Association, Inc.; Wilshire)	
Holding, LLC; Viking Administrators,)	<u>EMERGENCY CEASE AND DESIST</u>
LLC; Beema-Pakistan Company Limited;)	<u>ORDER</u>
Serve America Assurance, Ltd.; SouthEast)	
Insurance Advisors, LLC; United States)	
Contractors Trust; Insurance Resource)	
Group; Integrated Insurance Marketing,)	
Inc.; CEO Clubs, Inc.; Hudson Valley)	
Consultants, LLC d/b/a CEO Clubs)	
Benefits; Metropolitan Business Alliance,)	
LLC d/b/a National Association of Business)	
Leadership; and Real Benefits Association,)	
LLC,)	
)	
Respondents.)	
_____)	

This matter is before me on the application of the South Carolina Department of Insurance Office of General Counsel for an emergency cease and desist order pursuant to S.C. Code Ann. § 38-25-315. The allegations involve a massive, multi-state health insurance fraud scheme, being orchestrated in large part from South Carolina, in which limited benefit medical plans backed by nonexistent insurance are being sold to unsuspecting consumers through associations. The scheme involves unlicensed insurers and phony insurance, sham corporations and shady associations, deals with Pakistani companies and with entities in the Bahamas, fraudulent insurance documents and fake credit instruments, and many millions of consumers' dollars (including South Carolina consumers' dollars), most of which are apparently finding their way into the respondents' pockets. At least sixteen other states have taken regulatory action or

have regulatory action pending against some or all of the respondents for the acts specified in this order.

THE INDIVIDUAL RESPONDENTS

1. William M. Worthy, II (Worthy) is a resident of Isle of Palms, South Carolina. He is not licensed in any capacity by the South Carolina Department of Insurance (the Department); the Department has revoked his producer's license, and he has surrendered or the Department has revoked the licenses of several entities that he owned or operated. Worthy has been the subject of cease and desist orders, relating to the activities that are the subject of this order, issued by or pending before insurance regulatory agencies in Delaware, Florida, Missouri, Montana, New Hampshire, Oklahoma, Texas, and Washington. Worthy is also a respondent in an action, involving the activities described in this order, for liquidation and injunctive relief brought by the Commissioner of the Tennessee Department of Commerce and Insurance in Tennessee state court.

2. David L. Clark (Clark) lives and/or works in Basking Ridge, New Jersey. He is not licensed by the South Carolina Department of Insurance in any capacity. He was licensed as a producer in New Jersey until that state revoked his license.¹ He has been named in cease and desist orders, relating to the activities that are the subject of this order, issued by insurance regulatory agencies in Florida, Illinois, Kansas, Montana, New Hampshire, Texas, and Washington.

3. Kathleen D. Cauthen (Cauthen) is a resident of Blythewood, South Carolina. An attorney, she is not licensed by the South Carolina Department of Insurance in any capacity. She

¹ According to the New Jersey revocation order, Clark, among other things, illegally sold group health insurance coverage through an "illegitimate sham union or association."

has been named in cease and desist orders, relating to the activities that are the subject of this order, issued by insurance regulatory agencies in Oklahoma and Texas.

4. Louis DeLuca (DeLuca) lives and/or works in Valhalla, New York. He is not licensed by the South Carolina Department of Insurance in any capacity. DeLuca has been named in cease and desist orders, relating to the activities that are the subject of this order, issued by insurance regulatory agencies in Texas and Utah.

5. Gary L. Karns, Jr. (Karns) lives and/or works in Akron, Ohio. He is not licensed by the South Carolina Department of Insurance in any capacity. Karns has been named in cease and desist orders, relating to the activities that are the subject of this order, issued by insurance regulatory agencies in Texas and Utah.

6. “David L. Nellson” a/k/a “Davis L. Nellson” a/k/a David Nelson (Nellson) is believed to be an alias. If he exists, Nellson is believed to reside in Palm Beach County, Florida. He is not licensed by the South Carolina Department of Insurance in any capacity. Nellson has been named in a cease and desist order, relating to the activities that are the subject of this order, issued by the Texas Commissioner of Insurance.

THE CORPORATE RESPONDENTS

1. Worldwide Family Benefits Association, Inc. (WWFBA) is an association domiciled in Arizona. It is not licensed in any capacity by the Department. WWFBA is controlled by Respondents Worthy and/or Cauthen. WWFBA has been the subject of a cease and desist order, relating to the activities that are the subject of this order, issued by the Texas Commissioner of Insurance.

2. Wilshire Holding, LLC (Wilshire) is a South Carolina limited liability company. It is not licensed in any capacity by the Department. Respondent Cauthen is the chief executive

officer of Wilshire. Wilshire has been the subject of a cease and desist order, relating to the activities that are the subject of this order, issued by the Texas Commissioner of Insurance.

3. Viking Administrators, LLC (Viking) is a Tennessee limited liability company. It is not licensed in any capacity by the Department. Viking is controlled by Respondents Worthy and/or Cauthen. Viking has been the subject of cease and desist orders, relating to the activities that are the subject of this order, issued by insurance regulatory agencies in Texas and Utah.

4. Beema-Pakistan Company Limited (Beema-Pakistan) is a Pakistani corporation. It is not licensed in any capacity by the Department. Shanawaz Agha is the president of Beema-Pakistan. Beema-Pakistan has been the subject of cease and desist orders, relating to the activities that are the subject of this order, issued by or pending before insurance regulatory agencies in Arkansas, Connecticut, Delaware, Missouri, Montana, New Hampshire, Oklahoma, and Texas. It has also been disciplined by the Pakistani securities regulatory agency.

5. SouthEast Insurance Advisors, LLC (SouthEast) is believed to be a Delaware limited liability company. Respondent Worthy owns and/or controls SouthEast. SouthEast has been the subject of a cease and desist order, relating to the activities that are the subject of this order, issued by the Texas Commissioner of Insurance.

6. Serve America Assurance, Ltd. (Serve America), if it exists, is allegedly a subsidiary of Beema-Pakistan. It is not licensed in any capacity by the Department. Serve America has been the subject of cease and desist orders, relating to the activities that are the subject of this order, issued by or pending before insurance regulatory agencies in Arkansas, Connecticut, Delaware, Florida, Illinois, Indiana, Missouri, Montana, Nevada, New Hampshire, Oklahoma, Tennessee, Texas, Utah, and Washington.

7. United States Contractors Trust (USCT) is a Delaware statutory trust. It is not licensed in any capacity by the Department. Theresa K. Baudier is the “administrative trustee,” and Respondent Nellson is the “senior trustee.” USCT has been the subject of a cease and desist order, relating to the activities that are the subject of this order, issued by the Texas Commissioner of Insurance.

8. Insurance Resource Group (IRG) is a foreign entity. It is not licensed in any capacity by the Department. IRG is owned and/or controlled by Respondents DeLuca and Karns. IRG has been the subject of cease and desist orders, relating to the activities that are the subject of this order, issued by insurance regulatory agencies in Arkansas, Texas, and Utah.

9. Integrated Insurance Marketing, Inc. (IIM) is an Ohio corporation. It is not licensed in any capacity by the Department. IIM is owned and/or controlled by Respondents DeLuca and Karns. IIM has been the subject of cease and desist orders, relating to the activities that are the subject of this order, issued by insurance regulatory agencies in Texas and Utah.

10. CEO Clubs, Inc. (CEO Clubs) is a New York corporation. It is not licensed in any capacity by the Department. CEO Clubs has been the subject of a cease and desist order, relating to the activities that are the subject of this order, issued by the Texas Commissioner of Insurance.

11. Hudson Valley Consultants, LLC (HVC) d/b/a CEO Clubs Benefits is a Nevada corporation and is the exclusive health benefits agent for CEO Clubs. Kevin Dunn is the president of HVC. HVC has been the subject of a cease and desist order, relating to the activities that are the subject of this order, issued by the Texas Commissioner of Insurance. HVC is a licensed insurance agency in New Jersey and Rhode Island.

12. Metropolitan Business Alliance, LLC is New York limited liability company doing business as National Association of Business Leadership (NABL). Kevin Dunn is the

president of NABL. NABL is not licensed in any capacity by the Department. NABL has been the subject of a cease and desist order, relating to the activities that are the subject of this order, issued by the Texas Commissioner of Insurance.

13. Real Benefits Association, LLC (RBA) is a New Jersey limited liability company. It is not licensed in any capacity by the Department. Respondent David L. Clark is the president of RBA. RBA has been the subject of cease and desist orders, relating to the activities that are the subject of this order, issued by or pending before insurance regulatory agencies in Arkansas, Connecticut, Delaware, Florida, Illinois, Kansas, Missouri, Montana, Oklahoma, and Texas.

BACKGROUND

William M. Worthy, II, the principal character in this nationwide unauthorized insurance scheme, has a lengthy history of engaging in fraudulent insurance activities. His history with the Department began at least as early as 2000, when Worthy owned and operated Carolina Benefit Administrators of S.C., Inc. (CBA), a third-party administrator (TPA) licensed in South Carolina. CBA administered a block of health insurance business. When the insurer for which CBA was administering that business decided to get out of the health insurance market, Worthy, needing to find another carrier to take the business, decided to purchase an insurer himself. He bought Florida Employers Life Insurance Company, redomesticated it in South Carolina, and renamed it Employers Life Insurance Company (ELIC). This was the first of Worthy's many attempts simultaneously to control an insurer and to administer that insurer's health plans.

ELIC very quickly ran into regulatory trouble with the Department. The Department discovered that ELIC had entered into various illegal transactions, primarily involving CBA, in 2001 and 2002. On October 7, 2002, Worthy, as president of ELIC, signed a consent order agreeing to pay a \$50,000 fine.

On May 1, 2003, Worthy, as president of CBA, signed a consent order agreeing to pay a \$35,000 fine for CBA's failure to enter into a written agreement to serve as a TPA for ELIC and for its failure to hold and distribute funds in a fiduciary capacity.

The Department then discovered that Worthy had falsified loan documents in an attempt to prevent the Department from learning that he again had illegally pledged ELIC's assets to secure a loan. The Department suspended Worthy's individual producer's license pending his payment of a \$100,000 fine; Worthy did not pay the fine. Worthy's actions led to ELIC's insolvency and its ultimate liquidation.

In 2005, one of Worthy's entities, New Source Benefits, LLC, entered into an agreement with TIG Premier Insurance Company to administer group health insurance plans.² New Source, under Worthy's direction and control, misappropriated premium money from TIG. As a result of this and other illegal actions, the Department informed Worthy in January of 2006 that it intended to revoke his South Carolina producer's license. After contentious litigation of the matter for six months in the South Carolina Administrative Law Court, Worthy (represented by Cauthen), withdrew his request for a contested case hearing in October of 2006. His license was revoked later that month.

Meanwhile, while Worthy was fighting with the Department to keep his producer's license, he was sued in Tennessee by Paul Qualls, a licensed Tennessee producer, whom he had hired to run another of his TPAs, Tennessee Benefit Administrators (TBA). Qualls alleged that Worthy misappropriated money from TBA. While Worthy was pocketing TBA's premium money, he bounced a TBA payroll check and allowed the group health insurance for TBA's

²Worthy did not own New Source Benefits, but he controlled it; he in fact signed the contract with TIG Premier as the president of New Source, even though he was not the president.

employees to lapse. Worthy defaulted, and the Tennessee court judicially dissolved TBA and awarded its assets and accounts to Qualls.³

Even during the pendency of his producer's license revocation proceeding, the proceedings to revoke the licenses of his South Carolina TPAs, and the lawsuit to liquidate TBA, Worthy was hedging his bets. On June 1, 2006, he purchased a North Carolina TPA, Global Risk Management, Inc. (GRM). Cauthen became an officer of this entity. By October of 2006, a familiar pattern had emerged: the North Carolina Department of Insurance was receiving complaints that GRM was bouncing checks and failing to remit to insurers the premium that it had collected from its insureds.

Worthy's first foray into association limited benefit medical insurance, or "mini-med," plans began sometime in early 2005, when he approached Bart Posey, then a licensed Tennessee insurance producer and owner of a Smart Data Solutions, LLC (SDS) in Springfield, Tennessee.⁴ According to Posey, Worthy proposed buying an association. This would allow Worthy to profit from the sale of group insurance plans to the association's members. Worthy represented to Posey that TIG Premier (with which Worthy had an existing relationship through New Source) was willing to issue a group health insurance policy to the association.

³ In addition to the regulatory actions taken against him by the Department and to the Tennessee action, Worthy has been a party to numerous other state and federal civil actions. On December 15, 2009, the United States District Court for the Southern District of New York entered a default judgment against Worthy for over \$249,000 in a case in which Worthy, in connection with the New Source-TIG scams, misappropriated premium money, resulting in consumers' health insurance claims going unpaid. In a recent foreclosure action in the Circuit Court for Georgetown County, South Carolina involving a \$2 million Pawley's Island home held in trust for the benefit of Worthy's children, Worthy was found to have misappropriated funds from the court-appointed receiver to his own use. In a bankruptcy case Worthy filed on behalf of the trust that was the subject of the South Carolina foreclosure action, the bankruptcy court found that Worthy (represented by Cauthen) filed the case in bad faith. In that case, Worthy admitted to inaccuracies in his sworn financial declaration in his previous personal bankruptcy case, and the court in the trust case found inconsistencies in his testimony. *See In re Henderson*, 395 B.R. 893 (Bankr. D.S.C. 2008).

⁴ Like Worthy, Posey has had a long history of trouble with insurance regulators, culminating in Tennessee's recent seizure and liquidation of SDS and American Trade Association.

On April 1, 2005, Worthy and Posey bought an Indiana association, Transportation Services Association, Inc. (TSA). Worthy became the chairman of the board, and Posey became the president. Worthy approached TIG about underwriting an association health plan for TSA. Although negotiations progressed during the next few months, TIG did not agree to underwrite a plan for TSA.

That did not stop Worthy. He began selling a “TSA plan” through subagents, binding coverage – without authority – with TIG. When it discovered Worthy’s scheme, TIG terminated its contract with New Source.

In November of 2005, Posey resigned as president of TSA and asked to relinquish his ownership interest in the association. Worthy became the president. On February 28, 2008, Cauthen incorporated American Trade Association, LLC in Arkansas.

Thus began the nationwide insurance scam that has led at least sixteen states to take regulatory action against some or all of the respondents and against others, including Tennessee’s recent seizure and liquidation of ATA and SDS.

FINDINGS OF FACT

American Trade Association/Beema-Pakistan/Serve America Assurance

1. On or before January 1, 2008, Worthy formed a relationship with a Pakistani entity known as Beema-Pakistan Company Limited (Beema-Pakistan). In an undated letter likely written between January and March of 2008, Colin J. Youell, a Beema-Pakistan director, and Worthy’s probable initial connection to Beema-Pakistan, wrote Worthy, addressing the letter to him at SouthEast Insurance Advisors, LLC.⁵ That letter stated:

This letter will serve to confirm the relationship between Beema-Pakistan Company, LTD. and your firm as our exclusive manager for our Medical Products

⁵ A Delaware limited liability company by that name was formed on January 14, 2008.

in the United States. You will act on our behalf to negotiate terms and conditions of agreements with selected vendors. You will also assist in setting up marketing arrangements for the medical products and services underwritten by Beema-Pakistan Company, LTD. in the United States.

It is further understood that all collected premiums received by our designated TPA, Smart Data Solutions, LLC., Springfield, TN will be deposited with Mr. Ron Ehli, President, EZPay Financial Services, Inc., P.O. Box 1623, Chehalis, Wa 98532 as the Trust Manger for the Beema Accounts, at the West Coast Bank, 290 N.W. Chehalis Ave., Chehalis, WA 98532[.]⁶

2. On March 10, 2008, Worthy wrote a letter to Posey, stating: “As per the approval from Beema Insurance Co. LTD and Serve America Assurance And [sic] under my authority as the United States Representative for the above entities, your firm is appointed as the approved Third Party Administrator for these plans effective 1-1-08.”

3. Worthy followed up that letter on March 16, 2008 with an e-mail to William Hendricks, SDS’s attorney, copying Posey and his partner, Rick Bachman. Worthy wrote:

I am in receipt of your letter of March 14 and would like to address your issues.

The Beema representatives have been working on their own Government issues this past week and have been unable to direct me to their legal council [sic] in the [S]tates. However, on behalf of the entire program for SouthEast Insurance Advisors and American Trade Association/SDS, Beema has established an offshore captive called Serve America Assurance, Ltd. to take the entire risk for the program. Beema has also secured E&O coverage for any agents that will write business through the Captive. All policies from the Captive will be issued directly to American Trade Association, LLC.

As you may or may not be aware of, Beema has issued a letter authorizing SDS to process all claims for the products issued to American Trade Association, LLC. The premium account has been established through EZPay Financial Services, Inc. This is an established relationship that has been in effect for many years. . . .

4. Sometime thereafter, in an undated letter, the “chief underwriter” for Beema-Pakistan wrote a letter “to whom it may concern,” stating:

⁶ Ehli is currently a fugitive from a Washington warrant for his arrest on illegal gambling charges.

This will confirm our program. Serve America Assurance, Ltd., an offshore captive, owned by Beema-Pakistan Company Limited, has issued a Master Policy to American Trade Association, Inc. to insure all of its members through our Mini Medical Indemnity Policies. The plans are marketed through Smart Data Solutions, LLC.

5. The “master policy” was signed by Colin Youell.

6. Serve America and Beema-Pakistan do not possess and never have possessed a certificate of authority from South Carolina or any other state, never have been licensed in any capacity in South Carolina or any other state, and never have had any authority to issue any policy of insurance in South Carolina or any other state.

7. On March 19, 2008, Posey sent a letter to David Clark, outlining a “bridge agreement” between ATA and Clark’s Real Benefits Association (RBA). Under that agreement, “Beema/Serve America Assurance” would issue a group mini-med policy directly to RBA, and ATA members would be covered under that policy. This agreement allowed Posey to take advantage of Clark’s network of retail marketers to sell the mini-med plans.

8. RBA’s web site, as of November 2009, stated that Serve America had issued an insurance policy to RBA. The web site further stated that Serve America “has offices in the US located in South Carolina.”

9. On October 3, 2008, Worthy sent an e-mail to Bachman, specifying a new bank account “for Beema.” The account was at First Citizens Bank in Blythewood, South Carolina. The account was in the name of Nationwide Administrators, LLC, a company incorporated by Cauthen in 2007.⁷

10. On March 4, 2009, Richard Pfadenhauer, president of Paylogix, Inc., traveled to Posey’s offices in Springfield, Tennessee. Paylogix had a contract with SDS to perform

⁷ After inquiries from insurance regulators in several states in the fall of 2009, Cauthen dissolved Nationwide Administrators and other companies she had incorporated in South Carolina, including one named Serve America Assurance, Ltd. Co.

collection and billing services. Pfadenhauer requested to meet with SDS and the insurer underwriting SDS's business, because Pfadenhauer had noted a distinct increase in the amount of money being processed on behalf of SDS.

11. Worthy and Cauthen attended the meeting in Springfield. Worthy was introduced as the representative of Beema-Pakistan and Serve America. Cauthen was introduced as counsel for Beema-Pakistan and Serve America.⁸ Pfadenhauer learned from this meeting that Cauthen was working with Worthy and Beema to acquire a domestic insurance company.

12. According to the verified petition in the Tennessee ATA/SDS liquidation action, Paylogix, on behalf of SDS, collected over \$14.4 million in premium payments from over 12,000 ATA "policy holders."

13. At about this time, state regulators, to include the South Carolina Department of Insurance, began receiving complaints from ATA members. These complaints all involved unpaid claims. In March of 2009, as state regulators closed in, Worthy changed the name of TSA to American Trade Association, Inc. (ATA).⁹ Then, in May of 2009, he sold ATA to Posey.

Viking Administrators/AIM

14. On June 18, 2009, John C. Schultz, III (Schultz), a resident of Columbia, South Carolina, obtained a mail box at the UPS Store at 10120 Two Notch Road in Columbia in the

⁸ Cauthen subsequently told the Oklahoma Insurance Department that although she had filed some paperwork for Serve America, she was not its counsel. She refused, however, to answer the Oklahoma Department's questions about Serve America, citing the attorney-client privilege. She would not even provide Serve America's address.

⁹ This is not the same ATA that Cauthen incorporated in Arkansas, and for simplicity, I refer to American Trade Association, Inc. and American Trade Association, LLC collectively as ATA throughout this order. The Department is unable to distinguish these two ATA entities, or even to determine whether these are the only two ATA entities. In a deposition in 2007 (before the incorporation of American Trade Association, LLC in Arkansas and before TSA's name change to ATA in Indiana), Worthy testified that a business named American Trade Association was operating in Spartanburg, South Carolina. When asked to describe his connection to that business, he responded, "I am American Trade Association."

name of Viking Administrators, LLC. Schultz, a 72-year-old retired salesman, was Cauthen's father.

15. On June 26, 2009, Viking was incorporated in Tennessee. The incorporator listed Viking's address as 5201 Kingston Pike, Suite 6-355, in Knoxville. This address is a UPS Store mail box, which Worthy obtained using the name "William Madison" (Madison is Worthy's middle name). The UPS Store mail box application lists "Madison's" address as 10220 Two Notch Road in Columbia, South Carolina (a one-digit difference from the address of the UPS Store at which Schultz obtained Viking's mail box).

16. On August 22, 2009, Schultz, as president of Viking, signed a limited power of attorney giving Cauthen the authority to negotiate and sign his name to a contract with Commerce Benefits Group Agency, Inc. (CBG), a corporation located in Avon Lake, Ohio.¹⁰ On August 25, 2009, Worthy and Cauthen negotiated the final points of an agreement with CBG at CBG's offices in Ohio. Cauthen signed Schultz's name to a contract with CBG.

17. The Viking-CBG contract stated that Viking "provides administration services for a number of limited benefit plans." The contract provides Viking access to CBG's "systems and technology"; in the parlance of the industry, CBG agreed to provide "backroom services" to Viking. Subsequently, CBG repeatedly informed Viking that CBG was not the TPA for the Viking program.

18. In November of 2009, Clark told the North Carolina Department of Insurance that Viking was the TPA for RBA.

19. Schultz subsequently told the Oklahoma Insurance Department that he was Viking's president "only on paper," that he did not perform any duties for Viking, and that

¹⁰ Cauthen notarized the signature of one of the two witnesses to the power of attorney.

Cauthen and Worthy operate Viking. Schultz told the Oklahoma Department that Viking was located in Columbia, South Carolina.

20. According to CBG, only Worthy had the authority to direct CBG to “release” a claim, that is, to authorize the company that cut the checks to pay that claim. Claims checks, when claims were paid, bore Clark’s signature. The evidence shows, and I find, that Worthy, Clark, and Viking adjudicated claims, including the claims of South Carolina residents, and was thus an administrator in this state.

21. Viking is not and never has been licensed as an administrator in South Carolina.

22. In late 2009, Worthy and Serve America decided to expand beyond ATA. Louis DeLuca and Gary Karns controlled an association named the Association of Independent Managers (AIM) . Initially, AIM had a group mini-med insurance policy with American Medical & Life Insurance Company (AMLI), which insured at least 55 South Carolina residents.

23. In October of 2009, DeLuca and Karns decided to move some of the business away from AMLI to Serve America. A certificate of “insurance” was issued, purporting to represent a policy that was issued to AIM by Serve America, effective October 1, 2009. The certificate showed Serve America’s administrative office as Viking Administrators, 5201 Kingston Pike, Knoxville, Tennessee.

WWFBA/CEO Clubs/NABL

24. By the fall of 2009, several state insurance regulatory agencies had issued cease-and-desist orders against ATA, Beema-Pakistan, Serve America, and others connected with that scam.

25. On September 17, 2009, Shanawaz Agha, the president of Beema-Pakistan, wrote a letter to several state insurance departments, stating that it “has at no time prior to this issued

any insurance policy to any individual or other legal entity resident in any other territory/state of the USA” and that it “does not own any subsidiary company or corporate legal entity outside Pakistan.” Either this letter was misleading and false, or the money to pay claims in the scam (and a few claims were paid) was coming from somewhere other than the Pakistani entities that, according to Worthy, Youell, and RBA were the insurers.

26. In October of 2009, Posey was becoming increasingly alarmed. After repeated inquiries from state insurance regulators, and after Beema sent its September 17 letter – which directly contradicted Worthy’s previous assurances that Serve America was the underwriter of the SDS/ATA program and an “offshore captive” of Beema-Pakistan – Posey pressed Worthy for proof that the “insurance” they were selling was real. Worthy never provided any such proof, and Posey decided to stop paying Worthy.¹¹

27. In or about November 2009, Worthy purchased another association, Worldwide Family Benefits Association (WWFBA). Cauthen has represented herself to be the executive vice president of WWFBA.

28. On February 4, 2010, Cauthen redomesticated WWFBA from Nevada to Arizona. The address given to the Arizona Secretary of State for WWFBA, 8655 East Via de Ventura #6200, Scottsdale, Arizona 85258, is an establishment called Postal Connections of America, a business that, like the UPS Stores used by Viking in Knoxville and Columbia, rents mail boxes.

29. Although domiciled in Arizona, WWFBA does business in South Carolina. Cauthen conducts WWFBA business from her South Carolina law office, and WWFBA maintains a bank account in Blythewood, South Carolina. Cauthen controls that account. The WWFBA bank account is also used to send and receive funds on behalf of Viking.

¹¹ SDS and ATA have sued Worthy, SouthEast, and Nationwide Administrators, LLC for fraud in Tennessee state court.

30. WWFBA maintains no web site and has no listed telephone number in either Arizona or South Carolina. WWFBA maintains no physical address other than a mail box. The Department has been unable to locate anyone who is a member of WWFBA. It appears, and I so find, that WWFBA is not maintained in good faith for purposes other than obtaining insurance; rather, it appears to exist solely as a vehicle to facilitate the collection of insurance “premiums” from members of *other* associations.

31. In the fall of 2009, with regulators hounding Posey, Worthy evidently decided to move on from SDS and ATA. In October of 2009, David Clark, a longtime associate of Worthy, approached Kevin Dunn, who controlled an association named CEO Clubs, Inc. (CEO Clubs). Clark told Dunn that he and Worthy were entering into contractual arrangements with a U.S.-domiciled health insurer that held certificates of authority in most states. Clark represented that a “trust” with which he was working had put up \$35 million to invest in and to buy insurance companies.

32. Worthy has represented that WWFBA entered into “cross-marketing” agreements with CEO Clubs and National Association for Business Leadership (NABL), an affiliate of CEO Clubs also controlled by Dunn, both of which in turn marketed WWFBA’s mini-med program.

33. According to an order of the Davidson County, Tennessee Chancery Court issued on April 27, 2010 in the SDS and ATA liquidation proceeding, SDS and ATA claim that they paid Worthy two million dollars in premium. Throughout this series of events, Worthy repeatedly sent e-mails to Posey and Dunn, asking them to wire money. Some or all of this money went to the WWFBA bank account, controlled by Cauthen, in South Carolina. I find that

Worthy, Cauthen, and WWFBA received premium or other consideration on behalf of an unauthorized insurer.¹²

IIM/IRG

34. CEO Clubs entered into a relationship with Integrated Insurance Marketing (IIM), owned and controlled by DeLuca and Karns, to solicit members for CEO Clubs and NABL.

35. CEO Clubs entered into an agreement with Insurance Resource Group (IRG), which is owned and/or controlled by DeLuca. IRG collects premium on behalf of CE Clubs and NABL, usually by drafting the bank accounts of consumers.

36. IRG has drafted the bank accounts of South Carolina consumers.

37. DeLuca and Karns, through IIM and/or IRG, control the marketing and premium collection for CEO Clubs and NABL. The premium ultimately finds its way to Worthy via one or more of the Corporate Respondents, especially WWFBA and Viking.

38. In November of 2009, AMLI, concerned about AIM's marketing practices, stopped accepting new enrollees, and DeLuca and Karns terminated their relationship with AMLI effective December 31, 2009.

39. When they terminated their relationship with AMLI on December 31, 2009, DeLuca and Karns moved their AIM members, including 55 South Carolina residents, into CEO Clubs.¹³

¹² Worthy moved to dismiss his personal bankruptcy case on February 11, 2008, asserting that his "income has been slower to recover than expected[,] making it difficult to file a plan of reorganization." Interestingly but probably not coincidentally, on April 29, 2008 – about the time the ATA-Serve America scam was getting off the ground – Worthy was telling the court in the trust bankruptcy case that his personal income was sufficient to pay \$18,000 per month to service the debt on the Pawley's Island property.

¹³ On January 26, 2010, the North Carolina Department of Insurance asked CBG for information pertaining to AIM, CEO Clubs, and Viking. Cauthen sent an e-mail to Worthy, which Worthy forwarded to CBG, proposing a response for CBG to send to the North Carolina Department:

Commerce Benefits Group, Inc. does not have knowledge of any relationship between CEO Clubs or AIM and Viking Administrators and will not speculate in response to the questions in your

40. DeLuca and Karns established and control a “downstream” network of marketers, ending ultimately in retail producers and call centers (or “boiler rooms”) who sell these insurance plans to the public on behalf of CEO Clubs and NABL.

41. A number of South Carolina producers have been sold “leads” by a Florida producer named David Rutstein, who is a licensed nonresident producer in South Carolina. These South Carolina producers have sold insurance through in AIM, CEO Clubs, and/or NABL to South Carolina consumers (technically, these marketers may be selling association memberships, but no consumer doubts that he or she is buying insurance); all told, approximately 269 South Carolina residents are currently insured under CEO Clubs and NABL mini-med plans. The South Carolina producers received their commission checks from IRG.

Town & Country/Phoenix/Wilshire Holding

42. On November 17, 2009, Clark contacted Steve Pfeiffer, a consultant who had previously dealt with a proposed sale of Town & Country Life Insurance Company (Town & Country), a Utah insurer. Clark asked Pfeiffer if Town & Country was still for sale. Clark told Pfeiffer that Beema-Pakistan wanted to purchase it.

43. Worthy and Clark then told Dunn that they were purchasing Town & Country for \$3 million. Worthy and Clark represented that they had entered into a management agreement to

letter of January 26, 2010. Commerce Benefits Group, Inc. is amenable to assisting your office regarding any claims for North Carolina citizens which may be outstanding. Should your office has [sic] questions specifically related to pending or outstanding claims for North Carolina residents, please submit those to us in writing.

Thus, rather than help CBG provide the information requested by a state regulator, Cauthen – who without doubt knew the answer sought by the North Carolina Department – attempted to hide the truth. CBG did not use Cauthen’s suggested response, nor did the president of CBG know why she presumed to draft a response for CBG.

allow Town and Country to continue writing insurance while the purchase was going through the regulatory approval process.¹⁴

44. CEO Clubs began enrolling its members in a limited benefit medical insurance plan, which the association represented was underwritten by Town & Country. Certificates purporting to be on Town & Country paper were issued to CEO Clubs members.

45. The Town & Country certificates listed the insurer's "administrative offices" as Viking Administrators, 5201 Kingston Pike, Suite 6-355, Knoxville, Tennessee, 37919. The fulfillment packets instructed CEO Clubs members to submit claims to Viking Administrators, P.O. Box 171, Avon Lake, Ohio.

46. At this point, Worthy and Clark did not own Town & Country; in fact, they had not even met with Town & Country to discuss a possible sale. There was no management agreement in place. The issuance of Town & Country certificates was unauthorized, and Worthy's and Clark's representations to Dunn were false.

47. On December 1, 2009, Worthy and Clark met with Scott Ulbrich, the president of Town & Country, in Salt Lake City, Utah to discuss the possible sale of the company. Worthy represented himself as a representative of Beema-Pakistan. On that same date, Cauthen, as the attorney for "Wilshire Investment Group, LLC," signed a letter of intent to purchase Town & Country.

48. Shortly thereafter, Ulbrich began to receive complaints that Worthy and Clark had issued certificates of insurance on Town & Country paper, even though the purchase was not complete and even though Worthy and Clark were not authorized to issue such paper. Ulbrich informed the Utah Department of Insurance. In his letter to the Utah Department, Ulbrich stated

¹⁴ Before telling Dunn that they had entered into an agreement with Town & Country, Worthy and Clark told him that they had entered into an agreement with New Hampshire Life Insurance Company. This representation was untrue.

that Town & Country “does not, and never has, issued limited benefit plans. We are concerned that [Worthy and Clark] and their entities may be marketing, around the country, a product that does not exist”

49. Ultimately, the purchase of Town & Country was not consummated.

50. In December of 2009, Worthy and Clark told Dunn that Phoenix Insurance Company (Phoenix), NAIC number 25623, had issued a group limited medical benefit indemnity policy to CEO Clubs.

51. On January 6, 2010, Worthy forwarded an e-mail to Dunn, with a copy to Clark, purporting to list the jurisdictions in which Phoenix was licensed.¹⁵ In response to queries from insurance regulators to Worthy’s attorney, George Katosic of Dallas, Texas, Worthy sent Katosic a copy of a “certificate” purportedly issued by Star Group UK/Phoenix Insurance Company of Baltimore, Maryland.

52. The Phoenix Insurance Company, NAIC number 25623, is a subsidiary of The Travelers Group. On January 26, 2010, Christine Palmieri, Second Vice President of Marketing for The Phoenix Insurance Company, signed an affidavit stating that Phoenix has no record of any policy issued to Worldwide Family Benefits Association or Star Group UK and no record of receipt of funds for premiums paid for any such policy.

53. On February 25, 2010, Palmieri informed the Indiana Department of Insurance that Phoenix has never issued an insurance policy to NABL.

54. On March 26, 2010, David E. Baker, Senior Vice President, Chief Compliance Officer, and Group General Counsel of The Phoenix Insurance Company, wrote to HVC, stating

¹⁵ Incredibly – because the Phoenix policy was a forgery – Worthy told Dunn: “Please do not allow anyone to market in the NON licensed states.”

that Phoenix does not write health insurance and that any representations that Phoenix is doing so are fraudulent.

55. On December 9, 2009, Cauthen incorporated Wilshire Holdings, LLC (Wilshire) in South Carolina. She is, or has represented herself to be, the chief executive officer of Wilshire.

56. Subsequently, Worthy represented that he and Mirza “Zeke” Agha, a director of Beema-Pakistan and the brother of Shanawaz Agha, Beema-Pakistan’s president, are the principals of Wilshire and that Wilshire owns WWFBA.

US Contractors Trust/Oceanic Indemnity

57. On December 11, 2009, a new entity appeared. One David L. Nellson, the “senior trustee” of United States Contractors Trust (USCT), signed a letter addressed to Wilshire Holding Company, LLC. That letter stated: “Please accept this as our undertaking for the acceptance of the limited Mini Medical Plan produced by Wilshire Holding Company through Worldwide Family Benefits Association. . . . USCT will provide a master certificate and policy to Worldwide Family Benefits Association and bind business written from November 1, 2009 based on TPA report supplied WWFBA from Star Group UK / The Phoenix Insurance Company (NAIC #25623) General Policy No. 123740-SK.”¹⁶

58. The affidavit of Christine Palmieri, the Phoenix executive, stated that Phoenix has no record of any policy numbered 123740-SK nor any record of any policy issued to USCT.

59. In late November of 2009, an entity named Oceanic Indemnity, Ltd. (Oceanic Indemnity), located in the Bahamas, received a call from Shanawaz Agha, Beema-Pakistan’s president. Agha proposed that Oceanic Indemnity participate in a treaty to reinsure certain mini-med business.

¹⁶ USCT was not formed in Delaware until March 10, 2010.

60. The reinsurance treaty was to be backed by a letter of credit provided by Wilshire. USCT was to provide a licensed carrier to “front” the business.¹⁷

61. A letter, purporting to be from the Securities and Exchange Commission of Pakistan, was presented to Oceanic Indemnity. That letter stated that Beema-Pakistan’s “insurance license is valid and current for all types of insurance re-insurance business other than life. We further state that all regulatory, Compliances are in legal order upto [sic] the last audited and published accounts.”

62. According to the Securities and Exchange Commission of Pakistan, that letter was a forgery.

63. Worthy, representing Wilshire, flew to the Bahamas. He provided Oceanic Indemnity with a bordereau and told Oceanic Indemnity that the people to be insured would be members of CEO Clubs and NABL.

64. On January 26, 2010, David Nellson, as “secretary” of “Grand Resources Capital Solutions,” wrote a letter to Oceanic Indemnity, stating:

Please take this letter as confirmation that we accept the Reinsurance Treaty, #123740-SK, and acknowledge that this treaty is limited (under the limitation act) to the exposure adopted by United States Contractors Trust (a Delaware Risk Retention Group) for fronting the Wilshire Holding Company, LLC risk only.

65. USCT is not licensed as a risk retention group (or any other type of insurance entity) in South Carolina, Delaware, or any other jurisdiction in the United States, nor can a risk retention group legally write health insurance.

66. Worthy and Zeke Agha eventually gave Oceanic Indemnity a letter of credit for \$1.5 million. The letter of credit stated that it was issued by Wells Fargo Bank, 6245 Wilshire

¹⁷ “Fronting” is a legitimate insurance arrangement whereby an admitted, or licensed, carrier writes a risk in a state in which it is authorized to do business, and then cedes all or part of that risk to a reinsurer. Reinsurers are not required to be licensed. Worthy, therefore, needed a licensed carrier to front the risk, apparently to be reinsured by Beema-Pakistan.

Blvd., Los Angeles, California. It identified the applicant as Wilshire Holding, LLC, 10120 Two Notch Rd., Columbia, South Carolina (the same UPS Store mail box obtained by Schultz for Viking), and the beneficiary as the trust account of the Law Firm of David Frederickson in Hermosa Beach California. The letter of credit was signed by Tigran Sargisya, whose telephone number was listed as (323) 540-0937.

67. Oceanic Indemnity discovered in short order that the letter of credit was a fake.¹⁸

North Carolina Mutual and Continued Deceptions

68. In January of 2010, Worthy began negotiations to invest in yet another insurance company, North Carolina Mutual (NCM). On January 9, 2010, Cauthen signed a letter to NCM's CEO, on the letterhead of Wilshire Holding, LLC with a return address of 10120 Two Notch Road in Columbia. In her letter, Cauthen stated that she is the president of Wilshire, "a holding company that through its wholly-owned association, domiciled in Arizona,¹⁹ is involved in underwriting limited benefit indemnity plans." It is clear from the letter that Worthy and Cauthen were seeking an admitted carrier to front WWFBA's mini-med plans.

69. On January 31, 2010, Worthy sent an e-mail to NCM's president, trying "to move our deal forward." Worthy wrote that Wilshire Holding Company, LLC would lease NCM five to ten million dollars in capital in exchange for fronting mini-med policies in the states where

¹⁸ On April 6, 2010, Wells Fargo sued John Does 1-10 in the United States District Court for the District of Minnesota, alleging that unidentified individuals and entities fraudulently used Wells Fargo's letterhead, trademarks, and other information. One of the instances detailed in Wells Fargo's complaint involved a letter purportedly signed by Tigran Sargisya on the same letterhead as the bogus letter of credit Worthy and Agha provided to Oceanic Indemnity. In that letter, Tigran Sargisya's telephone number was listed as (323) 540-0937, the same number listed on the fake letter of credit. The Wells Fargo complaint alleged that Tigran Sargisya is a Wells Fargo employee but did not authorize the use of her name on the letter. It further alleged that the telephone number on the letter is a working number. "When dialed, the message plays Wells Fargo music, states the name of Tigran Sargisya and asks that you leave a message. The voice is not that of a Wells Fargo employee or of Tigran Sargisya. Investigation also revealed that the number is a personal cell phone number."

¹⁹ Cauthen did not file the application to redomesticate WWFBA from Nevada to Arizona until February 4, 2010.

NCM was licensed. Worthy wrote that “Wilshire Holding Company, LLC is run by our CEO, Ms. Kathleen Cauthen. It is back[ed] by the Agha Trust, located in the Bahamas.”

70. Like the Town & Country deal, the NCM transaction did not come to fruition.

71. By this time, inquiries from state regulators had raised the suspicions of Commerce Benefits Group, the Ohio company providing backroom services to Viking. CBG’s attorney, Paul Jackson, attempted to ascertain, from Cauthen and George Katosic, the identity of the insurer behind Viking’s mini-med plan. Cauthen did not return Jackson’s calls, but she met with him in Ohio and told him that Katosic, not she, was Viking’s attorney.²⁰

72. On or about January 28, 2010, Katosic e-mailed Jackson a copy of the face page of a policy purportedly issued by Star Group UK/ Phoenix Insurance Company of Baltimore Maryland, insuring NABL as of September 1, 2009. On the first page, the policy states: “The words We, Us, Our or Company refer to Nova Casualty Company.”²¹

73. On February 4, 2010, Worthy e-mailed CBG the same document in response to CBG’s continued requests to Viking to identify the carrier for its mini-med program.

²⁰ Katosic has informed the Oklahoma Insurance Department that he no longer represents Worthy or his entities. Notwithstanding Cauthen’s apparent denial that she represented Viking, she sent an e-mail, purportedly to Schultz at johnnyschultz3@yahoo.com, on September 26, 2009 at 7:58 p.m. (a Saturday evening), stating:

John:

I keep receiving instructions from Commerce. Please give them your e-mail so you won’t be charged for every email I receive and forward to you.

Thanks,
Katie

Sent from my Verizon Wireless BlackBerry

Thus, Cauthen portrayed herself as Viking’s attorney by representing that she billed her father (whom she addressed as “John”) for legal fees every time she received an e-mail on behalf of Viking.

Seventeen minutes after Cauthen sent her e-mail to “John,” johnnyschultz3@yahoo.com sent an e-mail to CBG, giving Viking’s e-mail addresses. The footer on the e-mail reads: “Sent from my Verizon Wireless BlackBerry.”

²¹ Nova previously had issued a policy to AIM.

74. Regrettably, John C. Schultz died on February 6, 2010. Nonetheless, e-mails from johnnyschultz3@yahoo.com, the account that Cauthen and Worthy had led CBG to believe was Schultz's,²² were sent to CBG on February 8, 9 and 10. These e-mails evidence an attempt to work out an impasse created by Viking's failure to pay CBG and CBG's resultant blocking of Viking's access to CBG's systems.

75. It is clear from the e-mail communication between Worthy and CBG and between Worthy and johnnyschultz3@yahoo.com, purportedly the e-mail address of Viking's president, that Worthy was CBG's primary contact at Viking, that Worthy was the principal decision maker for Viking, and that Worthy personally reviewed and approved (or denied) claims submitted by insureds and/or their health care providers.

76. At about this time, Worthy decided to cut his ties with Posey, in all likelihood because Posey had stopped paying him.

77. On February 19, 2010, Serve America sent an unsigned letter, on letterhead showing Beema-Pakistan's return address in Karachi, to several South Carolina residents, as well as to many others across the country:

Dear ATA Member,

This letter is to inform you that your re-insurance coverage from Serve America was terminated 8/31/2009 due to a non-payment breach of contract by Smart Data Solutions.

Sincerely,

Legal Staff²³

²² No one at CBG ever met or talked to Schultz. All of CBG's dealings with Viking were through Cauthen and Worthy.

²³ The return address on the envelopes containing these letters was a post office box in Houston, Texas. The owner of the post office box knew nothing of Serve America and was surprised when she began to receive a multitude of "return to sender" letters that had been sent by Serve America. The owner of the post office box works at a firm operated by a number of Pakistanis. Zeke Agha lives in Houston.

78. While Serve America was sending these termination letters to ATA members, NABL marketers began calling those ATA members, trying to enroll them in the NABL mini-med plans.

79. On March 4, 2010, Worthy and Zeke Agha conducted a conference call with Arthur Seifort, who was an agent for United Health Insurance Company in Houston, Texas. Making a pitch to buy United Health, Worthy and Agha represented to Seifort that CEO Clubs and NABL were marketing WWFBA's mini-med plan, which, they said, had enrolled 12,000 members since November 2009.

80. Worthy and Agha told Seifort that the only function of WWFBA was to serve as the named insured under a policy issued by Star UK-Phoenix. They told Seifort that Wilshire had been reinsured by "Beema Oceanic,"²⁴ but that this company had run into trouble with state regulators and Wilshire terminated the relationship. WWFBA, they asserted, now ceded risks under the master policy to United States Contractors Association, purportedly a risk retention group domiciled in Delaware. Worthy and Agha told Seifort that Wilshire used Commerce Benefits as its TPA and Viking Administrators as the "Customer Service Company/Call Center."

US Contractors Trust: The Saga Continues

81. Sometime in March 2010, Worthy and Clark led Dunn to believe that USCT was a risk retention group and was the managing general underwriter for Phoenix. By this time, Dunn, like Posey before him, had begun to receive queries from several state regulators, and, like Posey before him, he began to badger Clark for proof that the insurance Dunn's associations were selling was real.

²⁴ The reinsurance treaty purportedly entered into by USCT on November 1, 2009 was with "Beema/Oceanic RE." Apparently, this entity was created via a joint venture between Oceanic Indemnity and "Beema Bahamas," an entity controlled by Beema-Pakistan and/or Zeke Agha (and probably the "Agha trust" to which Worthy had alluded during the abortive North Carolina Mutual deal).

82. On March 11, after repeated inquiries to various parties from several states, David Frederickson, the Hermosa Beach, California lawyer representing USCT, wrote the Oklahoma Insurance Department:

I am the attorney for the above Trust and have been informed by my client that a master policy issued on November 1, 2009 to Worldwide Family Benefits Association allowing them to write limited medical benefit coverage for their members has been deemed unacceptable . . . under the guidelines of your state[']s insurance laws.

The master policy (copy attached) was based on valid policy coverage issued to my client, please see attached text of letter of coverage.

83. The attached “master policy” purported to be policy number 123742-SK (the number of the “Phoenix” policy issued to NABL was 123740-SK, and the telephone number on each of the two policies was identical), effective November 1, 2009, issued by Star Group UK/Phoenix International Group. The policy was signed by “David Nellson, Senior Trustee.”

84. On March 12, Worthy assured Dunn in an e-mail that Phoenix was still the carrier for Dunn’s associations and that USCT was licensed to write insurance in 40 states. That statement was patently false.

85. On March 16, 2010, Nellson, as “senior trustee” of USCT, sent a letter to Wilshire, addressed to Worthy, asking for a “no claims” certification from the TPA so that the Wilshire-USCT-Oceanic Indemnity deal could move forward.

86. Worthy in turn sent an e-mail to CBG, stating:

Please find the letter that I need you to put on your Letterhead and send to me.

David L. Nellson
Senior Trustee
United States Contractors Trust
3455 Peachtree Road
NE Suite 500
Atlanta, Georgia 30326

Dear Mr. Nellson,

Please accept this letter as our confirmation through our agreement with Viking Administrators, that all claims have been processed and current within the standard claim lag since November 2009. The claims are released on a weekly basis and I have attached a total report illustrating the amount paid.²⁵

87. CBG did not draft the letter.

88. On March 17, 2010, Stephanie Caulder, a Columbia, South Carolina resident who evidently works for Cauthen's law firm (at the least, her place of employment is physically located at Cauthen's law firm), sent a letter to Nellson, stating: "This letter will confirm that the claims for [Star UK/Phoenix] have been received and processed since November 1, 2009. Other than the normal standard claims log, there are no claims outstanding. The claims are processed daily and funded every week. The claim bordereau reports are available upon request." The letter was written on Viking letterhead with the return address of 5201 Kingston Pike, Knoxville, TN.

89. On March 20, 2010, Clark sent an e-mail to Dunn, with a copy to Worthy, stating:

I am very pleased to report that our principal's [sic] have made arrangements for a new carrier, better suited to our market, to replace Phoenix effective 1.1.09. There is a meeting scheduled for Monday with all the parties involved to work out the legal arrangements for this book transfer.

I anticipate being able to provide each of you with documentation of this new arrangements by mid-week. In the meantime, I can report that all the respective DOI offices have been contacted and made aware of this development. It has been confirmed that Phoenix is on, and has been on, the risk since 1.1.09 and will remain so until this transfer is completed. . . .

90. Clark's statement that "all the respective DOI offices have been contacted and made aware" was false.

²⁵ Worthy's request of CBG appears to be part of his continuing quest to portray CBG as the TPA for the CEO Clubs/ NABL mini-med program. Worthy obviously knew that Viking was required to be licensed if it was acting as a TPA in South Carolina.

91. On March 22, 2010, David L. Nellson sent a letter, drafted by Frederickson, to Clark on USCT letterhead:

It seems that there is some misunderstanding in the marketplace of the relationships between the United States Contractors Trust, a Risk Purchasing Group, the Phoenix Insurance Company, and your marketing organization. The purpose of this letter is to document this relationship.

The contractual relationship between Star Group and United States Contractors Trust confirms that the liability coverage issued by Star Group, initiated by their senior underwriter, issued under their binding authority, is binding for Phoenix International Ltd., a subsidiary of the Phoenix Insurance Ltd., which is the ceding company and therefore carries the final risk. Phoenix International Ltd. is fully owned by the Phoenix Insurance Company, CT, and their operational office in Dallas, Texas. Phoenix International Ltd. covers liability under the NAIC registration of their owner.

Should there be any issues in regards to this relationship, you may use this letter as support of your efforts in distributing this program through your marketing network.

92. The March 26, 2010 letter from Baker, the Phoenix senior vice president, to HVC stated that Phoenix has no subsidiaries and no “operational office” in Texas.

93. On March 24, 2010, CBG sent an e-mail to Worthy, Cauthen, Clark, and johnnyschultz3@yahoo.com terminating the Viking-CBG contract. The e-mail stated, in part:

Dear Viking Administrators,

. . . .

Honestly, Cease and Desist Notice from the Kansas Insurance Dept, Notice from Beechstreet (PPO), along with [your] lack of response to the . . . request [for verification of Viking’s errors and omissions coverage] make it impossible for CBG to continue services to Viking Administrators after the end of business – March 26, 2010. Certainly, if Viking Administrators can provide a copy of its E&O Policy and documentation of the Carrier on the Viking Accounts, we will be pleased to continue services to Viking Administrators.²⁶

²⁶ In response, Clark wrote to CBG that state regulators had been informed of the “contractual relationship” outlined in Nellson’s March 22 letter and that those states would now be “‘able to state, with certainty’ that NABL and CEO Clubs are ‘covered under an appropriate Carrier.’” Clark also asserted that “Viking is only providing a Customer Service function for NABL and CEO Clubs.” CBG, of course, knew who was adjudicating the claims.

94. In actuality, according to the president of CBG, as of March 26, 2010, a total of \$20,031,494.37 in claims had been submitted to Viking, of which \$1,235,449.01, or 6.17 percent, had been paid. Of the nearly \$19 million of unpaid claims, Viking had denied \$5.7 million: \$5.1 million because of pre-existing conditions, over \$653,000 as exceeding plan limits, and approximately \$3,700 as duplicate claims.

95. Sometime in April, 2010, Cauthen's signature appeared on a document obviously drafted by Nellson. The document was a memorandum of understanding between Wilshire and USCT, stating that Wilshire would place \$500,000 in escrow.

96. On April 7, 2010, \$500,000 was placed in escrow with an escrow agent in Pleasant Hill, California. At least \$250,000 of the funds came from WWFBA.

97. On April 9, 2010, Frederickson, USCT's attorney, wrote a letter to the Texas Department of Insurance and to the Oklahoma Insurance Department. Frederickson stated that his client, USCT, discovered on March 22, 2010 that "certain information that was provided by Star Group," including the "representations" about the Phoenix policy, were incorrect.

98. Frederickson attached a cease-and-desist letter written by USCT on March 22, 2010 to Wilshire Holding Company, LLC.²⁷ Frederickson's letter to the Texas Department of Insurance further stated that, since April 8, 2010, USCT "has assumed responsibility" for claims made "on coverage that was issued before March 22, 2010"; that USCT has entered into a reinsurance treaty with BEEMA/Oceanic RE; that the reinsurance treaty is guaranteed by a \$500,000 escrow deposit made with Commercial Escrow Services, Pleasant Hill, CA; that USCT has retained the law firm of Edwards Angell Palmer & Dodge "to resolve state compliance issues"; and that USCT is "negotiating with potential carriers to assume the risks presently in place and any future business once appropriate approval is obtained."

²⁷ The authority upon which USCT's cease and desist demand was based is unclear.

99. At least two of Frederickson's statements were false or misleading: the reinsurance treaty he attached was dated November 9, 2009, and, as of April 22, 2010, Edwards, Angell, Palmer & Dodge had not been retained.

CONCLUSIONS OF LAW

1. Section 28-25-110 of the South Carolina Code provides:

It is unlawful for an insurer to transact insurance business in this State without a certificate of authority from the director or his designee. Any of the acts listed in items (1) through (8) in this State effected by mail or otherwise by or on behalf of an unauthorized insurer is considered to constitute the transaction of an insurance business in this State. The venue of an act committed by mail is at the point where the matter transmitted by mail is delivered and takes effect. Unless otherwise indicated, the term "insurer" as used in this section includes all corporations, associations, partnerships, and individuals engaged as principals in the business of insurance and also includes interinsurance exchanges and mutual benefit societies.

(1) The making of or proposing to make, as an insurer, an insurance contract.

. . . .

(4) The receiving or collection of any premium, commission, membership fees, assessments, dues, or other consideration for any insurance or any part thereof.

(5) The issuance or delivery of contracts of insurance to residents of this State or to persons authorized to do business in this State.

(6) Directly or indirectly acting as an agent for or otherwise representing or aiding on behalf of another, any person or insurer in the solicitation, negotiation, procurement, or effectuation of insurance or renewals thereof or in the dissemination of information as to coverage or rates, or forwarding of applications, or delivery of policies or contracts, or inspection of risks, a fixing of rates or investigation or adjustment of claims or losses or in the transaction of matters after effectuation of the contract and arising out of it, or in any other manner representing or assisting a person or insurer in the transaction of insurance with respect to subjects of insurance resident, located, or to be performed in this State. This section does not prohibit full-time salaried employees of a corporate insured from acting in the capacity of an insurance manager or buyer in placing insurance in behalf of their employer.

(7) The transaction of any kind of insurance business specifically recognized as transacting an insurance business within the meaning of the statutes relating to insurance.

(8) The transacting or proposing to transact any insurance business in substance equivalent to any of the foregoing in a manner designed to evade the insurance laws of this State.

2. Section 38-25-120 of the South Carolina Code provides:

No person may in this State act as agent for an insurer not authorized to transact business in this State or negotiate for or place or aid in placing insurance coverage in this State for another with an unauthorized insurer.

3. Section 38-25-130 of the South Carolina Code provides:

No person may in this State aid an unauthorized insurer in effecting insurance or in transacting insurance business in this State, either by fixing a rate, or by adjusting or investigating losses, by inspecting or examining risks, by acting as attorney in fact or as attorney for service of process or otherwise, except as provided in Sections 38-25-510 and 38-25-520.

4. Section 38-51-10 of the South Carolina Code defines an “administrator” as “any person who collects charges or premiums from, or who adjusts or settles claims on, residents of this State in connection with life or health insurance coverage” Section 38-51-20 requires all administrators to be licensed by the Department. Section 38-51-30 requires every administrator to post a surety bond with the Department.

5. Section 38-71-840(3) provides:

“Bona fide association” means, with respect to health insurance coverage offered in the State, an association which:

- (a) has been actively in existence for at least five years;
- (b) has been formed and maintained in good faith for purposes other than obtaining insurance;
- (c) does not condition membership in the association on any health status-related factor relating to an individual, including an employee of an employer or a dependent of an employee;
- (d) makes health insurance coverage offered through the association available to all members regardless of any health status-related factor relating to the members, or individuals eligible for coverage through a member;

(e) does not make health insurance coverage offered through the association available other than in connection with a member of the association; and

(f) meets such additional requirements as may be imposed under state law.

6. Chapter 55 of Title 38 of the South Carolina Code makes insurance fraud a crime in this state. Insurance fraud includes false statements and representations.

7. Section 38-46-20 defines a reinsurance intermediary-broker as “a person, other than an officer or employee of the ceding insurer, who solicits, negotiates, or places reinsurance cessions or retrocessions on behalf of a ceding insurer without the authority or power to bind reinsurance on behalf of the insurer.” Section 38-46-30 requires a reinsurance intermediary-broker to be licensed as a producer.

8. Respondent Worthy has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate of authority or license;
- b. Issuing policies and/or certificates of insurance in this state without a certificate of authority or license;
- c. Acting as an agent in this state for one or more unauthorized insurers, to include:
 - i. Solicitation, negotiation, procurement, and/or effectuation of insurance;
 - ii. Delivery of policies; and/or

- iii. Adjustment of claims.
- d. Forming, obtaining, purchasing, and/or using one or more associations in bad faith for purposes of obtaining unauthorized insurance;
- e. Acting as an administrator in this state without a license, to include collecting and/or receiving premium and adjusting and/or settling claims;
- f. Acting as a reinsurance intermediary-broker in this state without a license; and
- g. Making false statements and misrepresentations in the transaction of the business of insurance in this state.

9. Respondent Clark has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license;
- b. Acting as an agent in this state for one or more unauthorized insurers, to include:
 - i. Solicitation, negotiation, procurement, and/or effectuation of insurance;
 - ii. Delivery of policies; and/or
 - iii. Adjustment of claims.
- c. Acting as an administrator in this state without a license, to include collecting and/or receiving premium and adjusting and/or settling claims;

- d. Forming, obtaining, purchasing, and/or using one or more associations in bad faith for purposes of obtaining unauthorized insurance;
- e. Making false statements and misrepresentations in the transaction of the business of insurance in this state.

10. Respondent Cauthen has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license;
- b. Acting as an agent in this state for one or more unauthorized insurers, to include:
 - i. Solicitation, negotiation, procurement, and/or effectuation of insurance;
 - ii. Delivery of policies; and/or
 - iii. Adjustment of claims.
- c. Forming, obtaining, purchasing, and/or using one or more associations in bad faith for purposes of obtaining unauthorized insurance;
- d. Acting as an administrator in this state without a license, to include collecting and/or receiving premium and adjusting and/or settling claims;
- e. Making false statements and misrepresentations in the transaction of the business of insurance in this state.

11. Respondent DeLuca has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license;
- b. Acting as an agent in this state for one or more unauthorized insurers, to include solicitation, negotiation, procurement, and/or effectuation of insurance.

12. Respondent Karns has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license;
- b. Acting as an agent in this state for one or more unauthorized insurers, to include solicitation, negotiation, procurement, and/or effectuation of insurance.

13. Respondent Nellson has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted

and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license;
- b. Issuing policies and/or certificates of insurance in this state without a certificate of authority or license;
- c. Acting as an agent in this state for one or more unauthorized insurers, to include:
 - i. Solicitation, negotiation, procurement, and/or effectuation of insurance; and/or
 - ii. Delivery of policies;
- d. Acting as a reinsurance intermediary-broker in this state without a license; and
- e. Making false statements and misrepresentations in the transaction of the business of insurance in this state.

14. Respondent WWFBA has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license and without being a bona fide association; and

b. Acting as an agent in this state for one or more unauthorized insurers, to include:

- i. Solicitation, negotiation, procurement, and/or effectuation of insurance; and/or
- ii. Delivery of policies.

15. Respondent Wilshire has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Acting as an agent in this state for one or more unauthorized insurers, to include:
 - i. Forming, obtaining, purchasing, and/or using one or more associations in bad faith for purposes of obtaining unauthorized insurance; and
 - ii. Acting as a reinsurance intermediary-broker in this state without a license.

16. Respondent Viking has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license;

- b. Acting as an agent in this state for one or more unauthorized insurers, to include adjustment of claims; and
- c. Acting as an administrator in this state without a license, to include collecting and/or receiving premium and adjusting and/or settling claims.

17. Respondents Beema-Pakistan and Serve America have engaged in the unauthorized transaction of the business of insurance in South Carolina, have violated the insurance laws of this state, and/or have transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Making or proposing to make, as an insurer, insurance contracts;
- b. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license; and
- c. Issuing policies and/or certificates of insurance in this state without a certificate of authority or license.

18. Respondent SouthEast has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license; and

- b. Acting as an agent in this state for one or more unauthorized insurers, to include solicitation, negotiation, procurement, and/or effectuation of insurance.

19. Respondent USCT has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Making or proposing to make, as an insurer, insurance contracts;
- b. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate of authority or license;
- c. Issuing policies and/or certificates of insurance in this state without a certificate of authority or license; and
- d. Acting as an agent in this state for one or more unauthorized insurers, to include:
 - i. Solicitation, negotiation, procurement, and/or effectuation of insurance; and/or
 - ii. Delivery of policies.

20. Respondent IRG has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*,

receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license;

21. Respondent IIM has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license; and
- b. Acting as an agent in this state for one or more unauthorized insurers, to include solicitation, negotiation, procurement, and/or effectuation of insurance.

22. Respondents CEO Clubs, HVC, NABL have engaged in the unauthorized transaction of the business of insurance in South Carolina, have violated the insurance laws of this state, and/or have transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*, acting as an agent in this state for one or more unauthorized insurer, to include solicitation, negotiation, procurement, and/or effectuation of insurance.

23. Respondent RBA has engaged in the unauthorized transaction of the business of insurance in South Carolina, has violated the insurance laws of this state, and/or has transacted and/or proposed to transact insurance business in substance equivalent to the items listed in S.C. Code § 38-25-110 in a manner designed to evade the insurance laws of this state by, *inter alia*:

- a. Receiving premiums, commission, membership fees, assessments, dues, or other consideration in this state and from citizens of this state without a certificate or authority or license and without being a bona fide association; and
- b. Acting as an agent in this state for one or more unauthorized insurers, to include:
 - i. Solicitation, negotiation, procurement, and/or effectuation of insurance; and/or
 - ii. Delivery of policies.

24. The Respondents' conduct has and will continue to adversely impact upon the public health, public safety, and/or public welfare.

IT IS THEREFORE ORDERED that Respondents, their agents, employees, and/or other representatives, shall immediately cease and desist from doing the following or from otherwise transacting the business of insurance in any way in South Carolina:

1. Taking any actions concerning funds which have been collected, received or derived in the course of the unauthorized business of insurance in or from South Carolina or South Carolina citizens or the commingling of such funds, except as directed by the South Carolina Department of Insurance.

2. Permitting or allowing any third party to take any actions concerning funds that have been collected, or derived in the course of the unauthorized business of insurance in or from South Carolina or the commingling of such funds, except as directed by the South Carolina Department of Insurance.

3. The making of, or proposing to make, with an insurer or other licensee of this Department, an insurance contract without first having obtained a certificate of authority or license from the South Carolina Department of Insurance authorizing the person to transact the business of insurance.

4. The making of or proposing to make, as an insurer, an insurance contract.

5. The making of or proposing to make, as guarantor or surety, any contract of guaranty or suretyship as a vocation and not merely incidental to any other legitimate business or activity of the guarantor or surety.

6. The taking or receiving of any application for insurance.

7. The receiving or collection of any premium, commission, membership fees, assessments, dues, or other consideration for any insurance or any part thereof.

8. The issuance or delivery of contracts or certificates of insurance to residents of this state or to persons authorized to do business in this State.

9. Directly or indirectly acting as an agent for, or otherwise representing or aiding on behalf of another, any person or insurer in the solicitation, negotiation, procurement, or effectuation of insurance or renewals thereof or the dissemination of information as to coverage or rates, or forwarding of applications, or delivery of policies or contracts, or inspection of risks, a fixing of rates or investigation or adjustment of claims or losses or in the transaction of matters after effectuation of the contract and arising out of it, or in any other manner representing or assisting a person or insurer in the transaction of insurance with respect to subjects of insurance resident, located, or to be performed in this state.

10. The transaction of any kind of insurance business specifically recognized as transacting an insurance business within the meaning of the statutes relating to insurance.

11. Collecting charges or premiums from, or adjusting and settling claims on, residents of this state in connection with life or health coverage, or otherwise acting as an administrator.

12. Directly or indirectly making, publishing, disseminating, circulating or placing, or allowing to be made, published, disseminated, circulated, or placed before the public in a newspaper, magazine, or other publication; or in the form of a notice, circular, pamphlet, letter or poster; or over any radio or television station; on the Internet; or in any other way, an advertisement, announcement or statement containing any assertion, representation or statement with respect to the business of insurance or with respect to any person in the conduct of his or her insurance business which is untrue, deceptive or misleading.

13. The doing of any kind of insurance business in or from South Carolina specifically recognized as constituting the doing of an insurance business within the meaning of the statutes relating to insurance, except as authorized to do so through a license or certificate of authority issued by the Department of Insurance, except as authorized by law; and


14. The transacting or proposing to transact any insurance business in substance equivalent to any of the foregoing in a manner designed to evade the insurance laws of this state.

This order is effective immediately and shall continue in force and effect until further order of the Director of Insurance. This order is binding on Respondents, their agents, employees, and/or representatives.

IT IS SO ORDERED.

PURSUANT TO S.C. CODE ANN. § 38-25-315, ANY PERSON AFFECTED BY THIS ORDER AND WHO SEEKS TO CONTEST IT HAS THE RIGHT TO REQUEST A HEARING BEFORE THE ADMINISTRATIVE LAW COURT TO SHOW CAUSE WHY THIS ORDER SHOULD NOT BE

MADE PERMANENT. THE PERSON AFFECTED MUST MAKE THE REQUEST NOT LATER THAN THE TENTH DAY AFTER THE DATE ON WHICH THE PERSON RECEIVES THIS ORDER. THE REQUEST MUST BE IN WRITING DIRECTED TO THE ADMINISTRATIVE LAW COURT AND MUST STATE THE GROUNDS FOR THE REQUEST TO SET ASIDE OR MODIFY THE ORDER. PENDING HEARING, THIS ORDER SHALL CONTINUE IN FULL FORCE AND EFFECT UNLESS STAYED BY THE DIRECTOR. ANY SUCH HEARING SHALL BE CONDUCTED ACCORDING TO THE PROCEDURES FOR CONTESTED CASES UNDER THE SOUTH CAROLINA ADMINISTRATIVE PROCEDURES ACT.



Scott H. Richardson, CPCU
Director of Insurance

May 11, 2010

CERTIFICATE OF MAILING

I certify that a true and correct copy of this Emergency Cease and Desist Order was mailed via regular mail, postage prepaid and via certified mail, postage prepaid, return receipt requested on this ____ day of May, 2010 to:

William M. Worthy, II
44 Morgan Place
Isle of Palms, SC 29451-2742

Wilshire Holding, LLC
10120 Two Notch Rd. #2-340
Columbia, SC 29223

David L. Clark
P.O. Box 74
Basking Ridge, NJ 07920

Viking Administrators, LLC
5201 Kingston Pike
Suite 6 #355
Knoxville, TN 37919

Kathleen D. Cauthen
117 Winding Oak Way
Blythewood, SC 29016-8025

Beema-Pakistan Company Limited
412-427 Muhammadi House, I.I.
Chendrigar Rd., P.O. Box 5626
Karachi, Pakistan 74000

Louis DeLuca
20 Madison Ave.
Valhalla, NY 10595

Serve America Assurance, Ltd.
412-427 Muhammadi House, I.I.
Chendrigar Rd., P.O. Box 5626
Karachi, Pakistan 74000

Gary L. Karns, Jr.
1145 Highbrook #411
Akron, OH 44301

SouthEast Insurance Advisors, LLC
P.O. Box 462
Isle of Palms, SC 29451

David L. Nellson
c/o Theresa Baudier
10243 Lexington Lakes Blvd. S
Boynton Beach, FL 33436

United States Contractors Trust
10243 Lexington Lakes Blvd. S
Boynton Beach, FL 33436

and

600 S. Dixie Hwy. Apt. 624
West Palm Beach, FL 33401-5824

and

Worldwide Family Benefits Association
8655 East Via de Ventura #G200
Scottsdale, AZ 85258

3455 Peachtree Rd. NE
Suite 500
Atlanta, GA 30326

Insurance Resource Group
20 Madison Ave.
Valhalla, NY 10595

Integrated Insurance Marketing, Inc.
1106 Smith Ridge Rd.
New Canaan, CT 06840

and

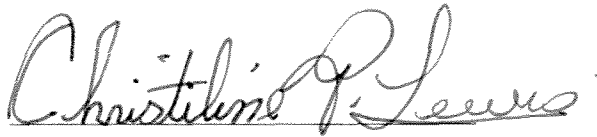
1618 Boettler Rd.
Uniontown, OH 44685

CEO Clubs, Inc.
15 Broad St.
New York, NY 10005-1972

Hudson Valley Consultants, LLC
100 Eagle Rock Ave.
Suite 121
East Hanover, NJ 07936

Metropolitan Business Alliance, LLC
100 Eagle Rock Ave.
Suite 121
East Hanover, NJ 07936

Real Benefits Association, LLC
P.O. Box 74
Basking Ridge, NJ 07920



Christiline P. Lewis